

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Dr. Robert Harris</td> <td>03/15/2007</td> </tr> <tr> <td>Stoneyfly Industries, Inc.</td> <td>03/15/2007</td> </tr> </tbody> </table>		Name	Execution Date	Dr. Robert Harris	03/15/2007	Stoneyfly Industries, Inc.	03/15/2007
Name	Execution Date						
Dr. Robert Harris	03/15/2007						
Stoneyfly Industries, Inc.	03/15/2007						
RECEIVING PARTY DATA							
Name:	Ward's Natural Science Establishment, LLC.						
Street Address:	PO Box 92912						
City:	Rochester						
State/Country:	NEW YORK						
Postal Code:	14692-9012						
PROPERTY NUMBERS Total: 1							
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>4840800</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	4840800		
Property Type	Number						
Patent Number:	4840800						
CORRESPONDENCE DATA							
Fax Number:	(215)496-7379						
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>							
Phone:	215 496-7052						
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Correspondent Name:	Jon D. Marans, Esq.						
Address Line 1:	One Logan Square						
Address Line 4:	Philadelphia, PENNSYLVANIA 19103						
ATTORNEY DOCKET NUMBER:	33030-001						
NAME OF SUBMITTER:	Jon D. Marans, Esq.						
Total Attachments: 3 source=stonefly agreement#page1.tif source=stonefly agreement#page2.tif source=stonefly agreement#page3.tif							

OP \$40.00 4840800

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT is made and entered into this 15 day of March, 2007 by and between **DR. ROBERT HARRIS** ("Harris") **STONEFLY INDUSTRIES, INC.**, a Texas corporation (together with Harris, the "Assignor"), and **WARD'S NATURAL SCIENCE ESTABLISHMENT, LLC.**, a Delaware limited liability company ("Assignee"), and is made with reference to the following:

A. Assignee and Assignor are parties to a General Bill of Sale, Assignment and Assumption Agreement dated March 15, 2007 (the "Purchase Agreement"), pursuant to which Assignor agrees to assign to Assignee all of its right, title interest in and to the Patent for the consideration paid and to be paid by Assignee to Assignor as stated in the General Bill of Sale, Assignment And Assumption Agreement (defined below); and

B. Assignee and Assignor wish to document the assignment of the Patent by Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual agreements hereafter set forth and for the consideration paid and to be paid, the parties agree as follows:

1. "Patent" shall mean the issued U.S. Patent No. 4,840,800, dated June 20, 1989, and all applications and foreign patents (if any) concerning such and all proprietary information relating to solely the subject matter, such Patent, including, but not limited to, (a) all trade secrets, discoveries, technologies, including processes, methods, formulas and techniques related to the Patent, any and all written, unpatented technical or scientific information developed or acquired by Assignor, including laboratory and clinical notebooks, research data, research memoranda, computer software, computer records, scientist's notes, consultant reports, research reports from third parties, invention disclosures, developed or acquired before the date hereof related to such Patent.

2. For good and valuable consideration, receipt of which is hereby acknowledged, effective upon Assignee's delivery of its Closing Notice as provided in the Purchase Agreement, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in (a) the Patent and (b) any copyrights, owned by Assignor and related to the subject matter of the Patent.

3. Assignor shall execute at closing, upon the request of Assignee, any assignment paper or other document reasonably necessary to evidence the assignment of the rights, title and interest Assignor has in and to the insect rearing media shown in the Patent. Assignor shall not assert any ownership of, or the goodwill associated with, the Patent after the date hereof unless Assignee fails to pay the consideration stated in the Bill of Sale of even date herewith.

4. Each party hereby represents and warrants to the other to the best of their personal knowledge and belief as follows:

(a) This Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally and by general principles of equity.

(b) The execution, delivery and performance of this Agreement by each of the parties does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party; or require the consent, approval or authorization of any third party other than those governmental or regulatory authorities under Federal Laws or the laws of the State of Texas.


(c) Such parties have the full and unencumbered right, power and authority to enter into this Agreement, to carry out its obligations hereunder and, in the case of Assignor, to assign whatever right, title and interest Assignor have in and to the Patent.

5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without reference to conflict of laws provisions. Any lawsuit arising from or related to this Agreement shall be brought exclusively before the United States District Court for the Southern District of Texas, and each party hereby consents to the jurisdiction of any such court.

6. This Agreement, the Bill of Sale and the Non-Competition Agreement constitutes the entire understanding and agreement of the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, express or implied, written or oral, with respect to such subject matter. This Agreement shall not be amended or modified in any way, except by a written instrument duly executed by each of Assignee and Assignor. If any provision of this Agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions hereof shall not be affected thereby and shall be enforceable without regard thereto.


7. This Agreement may be executed in two or more counterparts, each of which shall be effective as of the date first written above, and all of which shall constitute one and the same instrument. This Agreement shall be deemed executed by the parties when any one or more counterparts hereof, individually or taken together, bears the signature of each party. This Agreement, once executed by a party, may be delivered to the other party by facsimile transmission of a copy thereof that bears the signature of the party so delivering it.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby,
have executed this Patent Assignment Agreement as of the day and year first written.



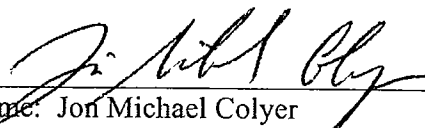
Dr. Robert Harris

STONEFLY INDUSTRIES, INC.

By: 

Name: Robert Harris
Title: President

WARD'S NATURAL SCIENCE
ESTABLISHMENT, LLC

By: 

Name: Jon Michael Colyer
Title: Chief Executive Officer